

REMARKS

Claims 1-5 and 7-10 were pending before the examiner. The examiner has rejected all of the claims and has made the action Final.

The examiner has rejected claim 3 under 35 U.S.C. 112, second paragraph stating that the term “said representation of said transaction indicia” lacks antecedent basis.

By this amendment, the offending phrase has been corrected.

It is respectfully submitted that claim 3, as now amended, fully complies with the requirements of 35 U.S.C. 112, second paragraph.

The examiner has rejected claims 1-5 and 7-10 under 35 U.S.C. 102(e) citing Payne ('314).

The examiner relies upon the following passage as support for the contention that the customer is automatically re-connected with the merchant within Payne ('314):

“The payment computer then sends a redirect to access URL to the buyer computer (step 90) which sends the access URL to the merchant computer (step 92). The merchant computer verifies whether the access URL authenticator was created from the contents of the access URL using the cryptographic key (step 94). If not, the merchant computer sends a document to the buyer computer indicating that access to the product is denied (step 96)” (Payne '314 col. 7, lines 31-39, underline added)

Payne is a very simple concept as it attempts to accomplish a single objective, to provide a mechanism which allows the merchant to receive an order which is not forgeable.

“The invention provides a simple design architecture for the network sales system that allows the merchant computer to respond to payment orders from the buyer computer without the merchant computer having to communicate directly with the payment computer to ensure that the user is authorized to purchase the product and without the merchant computer having to store information in a database regarding which

buyers are authorized to purchase which products." (Payne, '314, col. 2, lines 3-11)

This objective of Payne is accomplished using an "access message" which serves as a ticket or receipt for the product:

"... when the merchant computer receives an access message from the buyer computer identifying a product to be purchased, the merchant computer need only check the access message to ensure that it was created by the payment computer." (Payne, '314, col. 2, lines 11-15)

The "access message" is sent by the customer to the merchant as a "ticket" or "receipt" for the product that is to be delivered.

While Payne does use the term URL (universal resource locator), the use of the term URL is not intended to mean a "linkage" or "connection", rather, URL is used only as a reference to identify the product which is sought:

"The user browses through the advertising document and eventually requests a product (step 32). This results in the buyer computer sending payment URL A to the payment computer (step 34). Payment URL A includes a product identifier that represents the product the user wishes to buy." (Payne, '314, col. 5, lines 27-29)

Note, the "Payment URL" is not a linkage identifier between the customer and the payment computer, it is rather "... a product identifier...".

In like fashion, the payment computer and the merchant computer utilize a "payment URL authenticator" to identify the product being sought and how long the product is to be made available to the customer:

“The payment URL authenticator is a has of other information in the payment URL, the has being defined by a key shared by the merchant and the operator or the payment computer.” (Payne, ‘314, col. 5, lines 44-46)

Examiner Ruhl failed to properly read the referenced section of Payne. Payne ‘314 does not indicate that the “buyer computer” is reconnected to the “merchant computer” by the “payment computer”! Rather, the passage clearly states that

“... the buyer computer ... sends the URL to the merchant computer...” (Payne ‘314, Col. 7, lines 32-33;
underline added)

A re-connection is not sent, it is done. A re-connection is not even contemplated; Payne clearly is passing messages and not re-connecting, otherwise, why would Payne include such items as (Payne ‘314, col. 5, lines 23-42):

“...a product identifier that represents a product the user wishes to buy..” (a re-connection doesn’t need to know the product)

“...a domain identifier that represent a domain of products to which the desired product belongs...” (why would this be used in a re-connection?)

“... a payment amount that represents the price of the product...” (The pricing of the product is not important if there is to be a re-connection)

“...a merchant computer identifier that represents merchant computer 14 ...” (If the URL was a re-connection link, then this information is already in the URL)

“... a merchant account identifier that represents the particular merchant account to be credited with the payment amount...” (re-connection has nothing to do with the merchant’s bank account)

“ ... a duration time that represents the length of time for which access to the product is to be granted to the user after completion of the purchase transaction...” (not used for any type of re-connection or linkage process)

“ ...an expiration time that represents a deadline beyond which this particular payment URL cannot be used...” (the use of an expiration is not germaine to any type of re-connection or linkage)

“... a payment URL authenticator that is a digital signature based on a cryptographic key...” (why would a re-connection need a cryptographic key?)

While none of these elements of the Payment URL are usable or required in any sort of re-connection/linkage, they all have a business purpose of serving to assist the merchant in making sure the proper product is delivered during the proper time frame to the proper customer.

The connection with the “merchant computer” is initiated and made by the “buyer computer”; and, why is this done, because the “access URL” is not a re-connection between the two computer but rather a “pass” or “ticket” which is used repeatedly by the “buyer computer” and is passed to the “merchant computer” similar to the use of bus pass in the real world. Simply look at the contents of “access URL”:

“... the payment computer creates an access URL (step 80) that includes a merchant computer identifier, a domain identifier, a product identifier, an indication of the end of the duration time for which access to the product is to be granted, the buyer network address, and an access URL authenticator that is a digital signature based on a cryptographic key.” (Payne, ‘314, Col. 7, lines 19-25, underline added)

Payne is a “ticket” or “receipt” :

“This is done because the buyer computer can request access to a purchased product repeatedly.” (Payne ‘314, col. 7, lines 42-43)

At each use by the “buyer computer” to gain access to the product, access to the “payment computer” is not required; hence, the “access URL” is simply a “ticket”, not a re-connection as the present invention clearly claims in the independent claims.

Even in the alternative embodiment discussed in Payne, (where the “Merchant Computer” interacts with the “Payment Computer”, the “Payment Computer” simply provides:

“... the payment computer sends a payment confirmation document to the buyer compuer, the payment confirmation document including an “open” link and a “continue” link (step 44).” (Payne ‘314, col. 6, lines 5-8)

Clearly, the claims cannot be anticipated by Payne as Payne teaches the use of a ticket that can be used repeatedly and is “handed in” by the customer, not by the processing computer.

The next question that must be addressed is if Payne is able to teach or suggest the claims to one of ordinary skill in the art.

First, Payne is completely silent as to any control on the re-connection; Second, Payne’s function is to create a “ticket” so that access can be granted.

The concept of re-connecting the “buyer” and the “merchant “ computers is alien to Payne. Even in the alternative embodiment discussed in Payne, (where the “Merchant Computer” interacts with the “Payment Computer”, the “Payment Computer” simply provides:

“... the payment computer sends a payment confirmation document to the buyer computer, the payment confirmation document including an “open” link and a “continue” link (step 44).” (Payne ‘314, col. 6, lines 5-8)

The present invention provides not only an automated initial re-entry into the merchant’s site (claims 1 and 7) but also provided for successive “visits” by the “buyer”/customer through the use of a password (claims 2 and 9) which Payne is incapable of teaching or suggesting.

The teachings of Payne are directed solely to the creation of a ticket; no automatic re-connections are possible. One of ordinary skill in the art would not abandon the “ticket” teachings to arrive at the present claims.

Based upon the above, it is respectfully submitted that claims 1-5 and 7-10, are not anticipated by Payne ‘314 and further that Payne ‘314 is incapable of teaching or suggesting these claims.

It is respectfully submitted that claims 1-5 and 7-10, as now amended are allowable and should be advanced to issuance.

Respectfully Submitted,

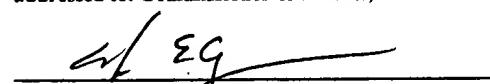


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CERTIFICATE OF MAILING (37 CFR 1.8)

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner of Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on July 26, 2005.


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Date